

# **EXHIBIT "B"**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

- - -

|                       |   |                     |
|-----------------------|---|---------------------|
| ALEXANDRA JEWSEVSKYJ, | : |                     |
|                       | : | NO. 15-CV-03041-JHS |
| Plaintiff,            | : |                     |
|                       | : | CLASS ACTION        |
| vs.                   | : |                     |
|                       | : |                     |
| FINANCIAL RECOVERY    | : |                     |
| SERVICES, INC.        | : |                     |
| and                   | : |                     |
| LVNV FUNDING, LLC     | : |                     |
| and                   | : |                     |
| RESURGENT CAPITAL     | : |                     |
| SERVICES, LP          | : |                     |
| and                   | : |                     |
| ALEGIS GROUP, LLC     | : |                     |
|                       | : |                     |
| Defendant             | : |                     |

- - -

Oral deposition of BRIAN BOWERS, held at  
the law offices of Flitter Milz, P.C., 450 North  
Narberth Avenue, Suite 101, Narberth, Pennsylvania  
19072, on Thursday, February 4, 2016, commencing  
at 9:45 a.m., before Mary Ann Timko, Court  
Reporter.

TIMKO COURT REPORTING  
P.O. Box 1266  
Philadelphia, Pennsylvania 19105  
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COPY

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16  
17  
18  
19  
20  
21  
22  
23  
24

I N D E XWITNESS:PAGE

BRIAN BOWERS

By Mr. Milz

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BRIAN BOWERS

1 (It is hereby stipulated and agreed  
2 by and between counsel that the reading,  
3 signing, sealing, filing, and  
4 certification of the deposition is waived;  
5 and that all objections, except as to the  
6 form of the question, are reserved until  
7 the time of trial.)

8 - - -

9 BRIAN BOWERS, having been first duly  
10 sworn, was examined and testified as  
11 follows:

12 - - -

13 BY MR. MILZ:

14 Q. Sir, could you state and spell your name  
15 for the court reporter, please?

16 A. Brian C. Bowers. That's B-R-I-A-N, middle  
17 initial C, B-O-W-E-R-S.

18 Q. Mr. Bowers, we met right before the  
19 deposition. My name is Andy Milz. I represent  
20 the Plaintiffs in this matter. I understand  
21 you're here to speak on behalf of Financial  
22 Recoveries?

23 A. Correct.

24 Q. What's the full name of the company?

BRIAN BOWERS

- 1 A. Financial Recovery Services, Inc.
- 2 Q. Where are you located?
- 3 A. We're located in Edina, Minnesota.
- 4 Q. Have you ever been deposed before?
- 5 A. Yes.
- 6 Q. How many times?
- 7 A. Less than a half a dozen.
- 8 Q. Do you recall what the depositions were
- 9 about?
- 10 A. Collection cases.
- 11 Q. Were they cases where Financial Recoveries
- 12 was a defendant?
- 13 A. Correct.
- 14 Q. And you were representing the company?
- 15 A. Correct.
- 16 Q. Did they involve alleged violations of the
- 17 Fair Debt Collection Practices Act?
- 18 A. Correct.
- 19 Q. Do you feel that you're familiar with the
- 20 processes that go on in a deposition?
- 21 A. I'm somewhat familiar, yes.
- 22 Q. You understand it's a question and answer
- 23 session. I'll ask the questions, you provide the
- 24 answers.

BRIAN BOWERS

1 A. Correct.

2 Q. You wait until I finish asking my question  
3 before you answer.

4 A. Correct.

5 Q. Let's try not to speak over each other  
6 because it makes it hard for the court reporter to  
7 keep up with us.

8 Is there any reason, sir, why you might be  
9 unable to testify truthfully and to the best of  
10 your knowledge today?

11 A. No.

12 Q. Do you understand your role here is to  
13 speak on behalf of Financial Recoveries?

14 A. Correct.

15 Q. You understand that corporations aren't  
16 living, breathing entities. They can't speak for  
17 themselves. They have to select somebody to speak  
18 for them?

19 MR. METCHO: I'm going to object to  
20 the form of the question. I'm not even  
21 sure that it is a question.

22 Mr. Bowers, you can respond if  
23 you're able.

24 THE WITNESS: Could you rephrase?

BRIAN BOWERS

1 MR. MILZ: I'll scratch that  
2 question.

3 BY MR. MILZ:

4 Q. Do you understand that your testimony  
5 binds Financial Recoveries in this case?

6 A. I understand that I'm speaking on behalf  
7 of Financial Recoveries Services.

8 Q. Sir, are you familiar with requirements in  
9 the Fair Debt Collection Practices Act for debt  
10 collectors to provide a notice of validation  
11 rights?

12 A. Yes.

13 Q. What's your understanding of that  
14 requirement?

15 A. My understanding of that requirement is  
16 that in our initial communication with the  
17 consumer we must advise the consumer that they  
18 have the right to dispute the debt and that we  
19 must include that in our initial notification to  
20 the consumer.

21 Q. Are there any other rights that are  
22 provided to the consumer in that notice that  
23 you're aware of?

24 A. We must provide to the consumer the name



BRIAN BOWERS

1 of the creditor, the amount of the debt, and we  
2 must provide the validation notice to the  
3 consumer.

4 Q. What's your understanding of how that  
5 notice is to be provided to the consumer?

6 A. That notice is to be provided to the  
7 consumer within five days of making contact with  
8 that consumer.

9 Q. Do you have any understanding of whether  
10 that notice must be provided in a certain size in  
11 the collection communication?

12 A. Could you rephrase the question?

13 Q. Sure. Are there any guidelines that you  
14 must follow in providing the notice related to the  
15 form and placement of the notice in your  
16 collection letters?

17 A. To my knowledge there is nothing that  
18 states specifically where that notification needs  
19 to be placed nor the size font that needs to be  
20 utilized.

21 Q. Does Financial Recoveries employ any  
22 guidelines within its own business related to  
23 where the validation notice is placed or what size  
24 print it's in?

BRIAN BOWERS

1 A. When we design our letters, we ensure that  
2 the validation notice is on the front page and  
3 placed prior to any type of offers to the  
4 consumers.

5 Q. Anything else?

6 A. And we ensure that the font is not smaller  
7 than the font used in the remaining portion of the  
8 letter.

9 Q. When you say "the remaining portion of the  
10 letter," what do you mean by that?

11 A. The body of the letter.

12 Q. Are there any written policies and  
13 procedures which state that?

14 A. That specifically address that? I don't  
15 believe so.

16 Q. Any internal memoranda that states that?

17 A. I don't believe so.

18 Q. Are there any internal emails within  
19 Financial Recoveries that state that policy you  
20 just stated?

21 A. I don't believe so.

22 Q. Is this recorded anywhere in any written  
23 documentation?

24 A. I don't believe so.

BRIAN BOWERS

1 Q. So you stated that, and correct me if I'm  
2 wrong, it's Financial Recoveries' policy when  
3 including the validation notice to ensure that the  
4 validation notice is on the front of the letter,  
5 that it's placed prior to any offers to consumers,  
6 and that the font is not smaller than the rest of  
7 the remaining portion of the letter.

8 Are there any other guidelines you follow  
9 regarding the inclusion of the validation notice  
10 in your initial communication?

11 A. We have each of our notices reviewed for  
12 compliance to federal and state laws by an outside  
13 legal team to ensure that the proper validation  
14 language is utilized and placed in a manner  
15 consistent with federal laws.

16 Q. Do you run each of your collection letters  
17 containing this notice by this outside legal team?

18 A. Could you rephrase that question, please?

19 Q. Yes. Do you run each of your form  
20 collection letters that include this validation  
21 notice by this outside legal team?

22 A. All of our notices prior to use are  
23 reviewed and approved by this outside legal team.

24 (Whereupon, letter was marked

BRIAN BOWERS

1 Exhibit Number FRS-1 for identification.)

2 BY MR. MILZ:

3 Q. I'm going to hand you what's marked  
4 FRS-1. Sir, do you understand this January 15,  
5 2015 collection communication as the letter that's  
6 subject to Miss Jewsevskyj's Complaint and the  
7 letter that's at issue in this case?

8 A. Yes. This appears to be a copy of that  
9 letter.

10 Q. I want to hand you -- I'll hand it to your  
11 counsel first -- this is the original of the  
12 letter. I'll represent to you that's the original  
13 provided to me by my client.

14 MR. METCHO: Would you like Mr.  
15 Bowers to testify as to the actual letter  
16 or the copy that you handed him?

17 MR. MILZ: He can look at that. I  
18 just want the record to reflect that we  
19 have the original here.

20 BY MR. MILZ:

21 Q. Mr. Bowers, if you want to compare the  
22 two, that's fine. I want to ask you, you see the  
23 facsimile there as substantially similar to the  
24 original that I've handed you?

BRIAN BOWERS

1 A. Correct.

2 Q. Now, would you consider this to be a form  
3 letter?

4 MR. METCHO: Can you define the term  
5 "form"?

6 MR. MILZ: Sure.

7 BY MR. MILZ:

8 Q. Now, Financial Recoveries didn't just type  
9 up this letter and send it to Miss Jewsevskeyj  
10 individually, rather it created a series of  
11 substantially similar letters, populated  
12 information related to that particular consumer,  
13 and then have the letters mailed out. Is that an  
14 accurate reflection of how a letter like this is  
15 sent?

16 A. Yes. That would be an accurate statement  
17 to the extent that the content of the letter would  
18 be similar other than the varying fields that are  
19 relative to the consumer as to address and account  
20 information.

21 Q. As far as the placement of the validation  
22 notice on a letter such as this, would that be the  
23 same in the form or template used by Financial  
24 Recoveries?

BRIAN BOWERS

1 A. For this particular notice?

2 Q. Correct.

3 A. Yes.

4 Q. Just to make it easier for our discussion  
5 purposes here, is it your understanding that FRS  
6 employs a form or template when they use a letter  
7 such as this in a mailing to consumers?

8 MR. METCHO: I'm going to object to  
9 the form of the question. It's a bit  
10 confusing. Could you try to rephrase it?

11 MR. MILZ: I don't think it's  
12 confusing.

13 MR. METCHO: You can answer, Brian.

14 THE WITNESS: Could you just restate  
15 the question? You don't have to rephrase  
16 it, just restate it.

17 BY MR. MILZ:

18 Q. When you send a letter like that out, is  
19 it based on a template?

20 A. Correct.

21 Q. When you ask for the outside legal team to  
22 review one of your collection letters, a letter  
23 such as this, do you send them that template?

24 A. Correct.

BRIAN BOWERS

1 MR. METCHO: Off the record just for  
2 one moment, please.

3 (Discussion held off the record.)

4 BY MR. MILZ:

5 Q. Did Financial Recoveries send this  
6 particular template to its outside legal team?

7 A. Yes.

8 Q. Who was the outside legal team?

9 A. It would be John Rossman at Moss and  
10 Barnett and anyone in his office that he, I guess,  
11 would utilize.

12 Q. Generally speaking, when you sent that  
13 letter for review, that template, did you get a  
14 response from someone at this outside legal team?

15 A. Correct.

16 Q. What type of response did you receive from  
17 them?

18 MR. METCHO: I'm going to object to  
19 the question as being subject to the  
20 attorney/client privilege. To the extent  
21 that the answer is general, you may  
22 answer.

23 THE WITNESS: Through the collection  
24 notice review program we would receive a

BRIAN BOWERS

1 summation of or a checklist of the items  
2 needed for purposes of compliance and an  
3 indication as to if this particular notice  
4 was deemed compliant or not.

5 BY MR. MILZ:

6 Q. That summation or checklist for purposes  
7 of compliance, is that a document that you would  
8 receive after sending this notice for review?

9 A. Yes.

10 Q. Does that document include any reference  
11 to the size or placement of --

12 MR. METCHO: I'm going to object to  
13 the question. I'm going to instruct my  
14 client not to answer the question. The  
15 question is seeking information that's  
16 provided to FRS from their legal counsel  
17 and it's protected by the attorney/client  
18 privilege.

19 MR. MILZ: I just want to respond to  
20 that objection saying at this point we  
21 don't have an answer from Defendant. We  
22 don't know whether the bona fide error is  
23 at issue in this case. If indeed it is,  
24 it's our position that any attorney/client



BRIAN BOWERS

1 privilege related to communications with  
2 counsel related to the drafting of this  
3 notice are not privileged as the privilege  
4 has been waived. And that goes for any  
5 affirmative defense where Financial  
6 Recoveries might be relying on the advice  
7 of outside counsel in the creation of  
8 this.

9 You're instructing your client not  
10 to answer?

11 MR. METCHO: Correct.

12 BY MR. MILZ:

13 Q. Let me just ask one additional question  
14 along those lines. What were the results of the  
15 summation or checklist for purposes of compliance  
16 that you received from this outside legal team at  
17 Moss and Barnett related to the template letter at  
18 issue in this case?

19 MR. METCHO: Again, I'm going to  
20 object to the question as being subject to  
21 the attorney/client privilege and direct  
22 Mr. Bowers not to respond to the question.

23 BY MR. MILZ:

24 Q. So, sir, earlier you testified that the

BRIAN BOWERS

1 notice has to go out in the initial communication.

2 Do you remember mentioning that?

3 A. Correct.

4 Q. Is that the initial communication sent to  
5 Miss Jewsevskyj?

6 A. It is.

7 Q. Would that template letter be the same  
8 type of initial communication letter sent to other  
9 folks in Pennsylvania for the same creditor  
10 related to a debt such as this?

11 A. Not necessarily.

12 Q. Was Miss Jewsevskyj the only person in  
13 Pennsylvania who received that form of initial  
14 communication letter sent by Financial Recoveries?

15 A. No.

16 Q. If someone received that particular  
17 letter, that template letter, sent by Financial  
18 Recoveries, would it be your understanding that  
19 that was the initial communication sent to that  
20 person?

21 A. Yes.

22 Q. You testified earlier that the validation  
23 rights notice provides the consumer the right to  
24 dispute. Do you remember testifying to that?

BRIAN BOWERS

1 A. Yes.

2 Q. What happens when Financial Recoveries  
3 receives a dispute from a consumer?

4 A. The account's status is changed to  
5 disputed and an inquiry is made to the client, and  
6 all collection activity is suspended until we can  
7 obtain the information necessary to validate the  
8 debt.

9 Q. So when you say all collection activity is  
10 suspended until you obtain the information  
11 necessary to validate the debt, does that mean  
12 Financial Recoveries can't continue to send  
13 collection letters?

14 A. Correct.

15 Q. They can't continue to make collection  
16 calls?

17 A. Correct.

18 Q. They can't file suit against the consumer?

19 A. Correct.

20 Q. They can't communicate with the consumer  
21 in any way until if and when they're able to  
22 obtain information necessary to validate the debt?

23 A. Correct.

24 Q. What happens if Financial Recoveries can't

BRIAN BOWERS

1 obtain that information necessary to validate the  
2 debt?

3 A. The collection activity does not resume.

4 Q. Would that most likely mean that Financial  
5 Recoveries is not going to get paid on that  
6 account?

7 A. Correct.

8 Q. In a case where the consumer disputes and  
9 collection activity is suspended and Financial  
10 Recoveries is unable to obtain information to  
11 validate the debt, in that case would the account  
12 be sent back to the creditor?

13 A. The creditor is notified of all disputes,  
14 and if we are unable to obtain proper validation  
15 of the debt, the account ultimately is returned as  
16 disputed.

17 Q. It's returned as disputed to the creditor?

18 A. Correct.

19 Q. The creditor, just to be clear, that  
20 Financial Recoveries is collecting that debt for?

21 A. Correct.

22 Q. Who is the creditor on Financial  
23 Recoveries FRS-1?

24 A. The current creditor is LVNV Funding, LLC.

BRIAN BOWERS

1 Q. What's LVNV Funding, LLC?

2 A. It's an organization that owns this debt.

3 Q. Do you understand that LVNV Funding is  
4 what would be referred to as a debt buyer?

5 A. Correct.

6 Q. In other words, they purchase charged off  
7 consumer debts from other entities, earlier  
8 creditors, and then attempt to collect them?

9 A. Correct.

10 Q. Is it your understanding that when a debt  
11 buyer is collecting from a consumer, that that  
12 consumer had no direct lending or borrowing  
13 relationship with that debt buyer?

14 MR. METCHO: I'm going to object to  
15 the form of the question. You can answer,  
16 Brian, if you're able.

17 THE WITNESS: I don't have  
18 sufficient knowledge of what kind of  
19 contact LVNV Funding has with any consumer  
20 because that's outside of my control. I  
21 can only make a representation as to what  
22 happens with a consumer as it relates to  
23 Financial Recoveries Services.

24 BY MR. MILZ:

BRIAN BOWERS

1 Q. Do you have any understanding of whether  
2 LVNV directly lends money to consumers?

3 A. I don't know to the extent that LVNV  
4 Funding does any lending in their business  
5 practices.

6 Q. You only know them as a debt buyer?

7 A. Our relationship with LVNV Funding is only  
8 related to the debts that they have purchased.  
9 What they do outside of that, I have no idea.

10 Q. So when Financial Recoveries Services is  
11 collecting a debt on behalf of LVNV, those debts  
12 are always debts that LVNV has purchased as a debt  
13 buyer?

14 A. To my knowledge, yes.

15 Q. In your experience at Financial Recoveries  
16 Services is it common for a consumer to dispute a  
17 debt claiming that they do not recognize the name  
18 of the correct creditor, i.e., a debt buyer?

19 A. That does happen. However, that's why the  
20 original creditor is also provided to the  
21 consumer.

22 Q. In your experience is it common for  
23 consumers to dispute a debt to Financial  
24 Recoveries where the creditor is listed as a debt

BRIAN BOWERS

1 buyer where the consumer is disputing that the  
2 debt buyer actually owns this debt that was once  
3 owned by the original creditor?

4 A. That's not that common. More typically  
5 they just do not recognize the relationship of the  
6 current creditor. Once that's explained to them  
7 they recall the account and know it as its  
8 original creditor.

9 (Discussion held off the record.)

10 (Whereupon, Responses to Plaintiff's  
11 First Set of Interrogatories was marked  
12 Exhibit Number FRS-2 was marked for  
13 identification.)

14 BY MR. MILZ:

15 Q. I'm handing you what's marked FRS-2. Sir,  
16 do you recognize this document?

17 A. Yes.

18 Q. Actually if you turn to the last page, is  
19 that your notarized signature on the last page?

20 A. It is.

21 Q. You'll agree with me these are Financial  
22 Recoveries Services, Inc.'s Responses to  
23 Plaintiff's First Set of Interrogatories?

24 A. Yes.

BRIAN BOWERS

1 Q. I want you to turn to number two, please.

2 A. (Complies.)

3 Q. If you look at your answer to number two,  
4 it states that the January 15, 2015 letter was  
5 sent to Plaintiff by FRS via FRS letter service  
6 provider, CompuMail, Inc. Can you explain to me  
7 that process?

8 A. Yes. CompuMail is the printer that prints  
9 and mails each of our template letters.

10 Q. Does CompuMail have any input on the  
11 spacing used in the letters?

12 A. (No response.)

13 Q. Let me start this again. Does CompuMail  
14 have any control over the placement of the text on  
15 the template letters that they mail out for  
16 Financial Recoveries?

17 A. To the extent that the notices are  
18 designed to fit in a manner that allows for  
19 preparation and delivery through the U.S. Postal  
20 Service CompuMail has some input into the design.  
21 However, they have no input into changing the font  
22 size nor the language.

23 Q. Those aspects are chosen by Financial  
24 Recoveries Services?



BRIAN BOWERS

1 A. Correct. And once the final format of the  
2 template is completed it is reviewed and approved  
3 by FRS.

4 Q. You said size and language. Does the same  
5 go for any numbered paragraphs placed on the  
6 questioned communication?

7 A. I don't know what you mean.

8 Q. For instance, looking at FRS-1 there are  
9 numbered paragraphs in the communication. That's  
10 something that's chosen by FRS?

11 A. Yes.

12 Q. If there are sections in the letter that  
13 are in bold, that's something that's chosen by  
14 FRS?

15 A. Correct.

16 Q. If text was lower case or sentence text as  
17 opposed to all caps text, that's something that  
18 chosen by FRS?

19 A. Correct.

20 Q. If a letter is typed in eight point font  
21 as opposed to a larger font, that's something  
22 that's chosen by FRS?

23 A. Correct.

24 Q. If a lighter color of black type is used

BRIAN BOWERS

1 over a darker black type, is that something that's  
2 chosen by FRS?

3 A. Correct.

4 Q. Moving on to Question 3 on the  
5 Interrogatories, you answered that you, Brian  
6 Bowers, drafted the subject letter in this case;  
7 correct?

8 A. Correct.

9 Q. Did your drafting of this subject letter  
10 include the placement of the validation rights  
11 notice in the body of the letter?

12 A. Yes.

13 Q. Sir, did you review or rely on any  
14 guidance, any policies or procedures, related to  
15 the placement of the validation notice in that  
16 letter when you drafted it?

17 A. Could you rephrase the question, please?

18 Q. Did you review or rely on any guidance or  
19 policies or procedures in placing the validation  
20 rights notice in that letter when you drafted it?

21 A. I relied upon my knowledge in drafting  
22 Financial Recoveries Services' collection  
23 templates and the information that I have obtained  
24 through the collection notice review process to

BRIAN BOWERS

1     ensure that the validation notice language was  
2     included in the body of the notice and that it did  
3     not or was not overshadowed.

4     Q.         Sir, have you ever heard that the  
5     validation notice to be conveyed effectively to a  
6     consumer must be, quote, sufficiently large to be  
7     read, comma, and sufficiently prominent to be  
8     noticed?

9                 MR. METCHO: I object to the  
10                question as a conclusion of law.

11               Mr. Bowers, you could answer if  
12               you're able.

13               THE WITNESS: Okay. Could you  
14               repeat the question?

15     BY MR. MILZ:

16     Q.         Sure. Have you ever heard that it's been  
17     said by the Courts that for a validation notice to  
18     be conveyed effectively to a consumer it must be,  
19     quote, sufficiently large to be read and  
20     sufficiently prominent to be noticed?

21     A.         I have heard that. I don't know where I  
22     heard or read that. I know that it is part of  
23     some of the collection notice review process that  
24     we undergo.

BRIAN BOWERS

1           By looking at this letter I can see that  
2       it's prominent and that it is in the first or  
3       second paragraph of the letter. And even though I  
4       have somewhat poor eyesight I can still see that  
5       the language is there and it is understandable and  
6       is of the same font size as the remaining portion  
7       of the letter. So in no way, shape or form is it  
8       something that is not noticeable.

9       Q.           So that quote that I just gave you, you  
10      said it's part of the notice or review to you  
11      understanding. Is there any documentation that  
12      you employ during that notice and review which  
13      would have that language in there sufficiently  
14      large to be read, sufficiently prominent to be  
15      noticed?

16     A.           That would be a part of the communications  
17      that I have with outside counsel.

18     Q.           Do you have any documentation relating to  
19      those communications with outside counsel in  
20      relation to this template?

21     A.           As I have previously mentioned, we receive  
22      a collection notice review summary and approval  
23      form for each letter that is submitted to the  
24      collection notice review program, so we would have

BRIAN BOWERS

1       that.

2       Q.           What did that say in relation to this  
3       letter?

4                   MR. METCHO: I'm going to object to  
5       the question. It's seeking information  
6       that is protected by the attorney/client  
7       privilege. I'm going to direct Mr. Bowers  
8       not to answer the question.

9       BY MR. MILZ:

10      Q.           What's your understanding of the meaning  
11      of the word "prominent"?

12      A.           My understanding of the word prominent  
13      would mean that it is not hidden.

14      Q.           Any other understanding of the word?

15      A.           I don't have a dictionary in front of me.

16      Q.           I've got a dictionary in front of me. I  
17      want you to look at the definition of the word --

18                   MR. METCHO: Is this really  
19      necessary, Andy?

20                   MR. MILZ: It is.

21                   MR. METCHO: What's the basis for  
22      this?

23                   THE WITNESS: I'll just look at it.  
24      One of the lines says readily noticeable,

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1           and one says widely and popularly known.  
2           It's right from the dictionary. I guess  
3           that would correspond to where we place  
4           the notice in the first or second  
5           paragraph and it looks very prominent to  
6           me. It looks like it's in a widely and  
7           popularly known place. I've seen many  
8           validation notices and it seems like it  
9           would be in the right spot. It looks like  
10          it's standing out.

11 BY MR. MILZ:

12 Q.       Would the validation rights notice be  
13       widely known to consumers receiving that letter?

14 A.       I guess that depends on how many of these  
15       types of notices they happen to receive.

16 Q.       And you, sir, have seen I guess hundreds  
17       or thousands of them over the years; correct?

18 A.       I don't know how many exactly I've seen.

19 Q.       And you, sir, you drafted that letter;  
20       correct?

21 A.       Correct.

22 Q.       You know where the validation notice is in  
23       that letter; correct?

24 A.       Yes. It's in the first or second

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1 paragraph.

2 Q. The first or second? Where is it?

3 A. It's right there.

4 Q. You're pointing to the second paragraph?

5 A. I am.

6 Q. This definition of prominent from Merriam  
7 Webster's Collegiate Dictionary 10th Edition 1993  
8 lists prominent as to jut forward.

9 MR. METCHO: I'm going to object.  
10 Is there a reason that we're reading a  
11 dictionary at this point in the  
12 deposition?

13 MR. MILZ: Your objection is noted.

14 BY MR. MILZ:

15 Q. Are you stating that it's your position  
16 that the validation notice in this second  
17 paragraph juts forward from the other copy in the  
18 body of the collection letter?

19 A. Is there more to the definition in the  
20 dictionary as it relates to that particular word?

21 Q. Sure.

22 A. And can we review it in its entirety as a  
23 definition rather than that one component of it?

24 Q. Absolutely. To jut forward, standing out

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1 or projecting beyond a surface or line, readily  
2 noticeable, widely and popularly known.

3 Is this readily noticeable, this second  
4 paragraph, in comparison to the rest of the copy  
5 in the body of that collection letter?

6 A. As I read it, yes, it is very readily  
7 noticeable.

8 Q. So let's go through these  
9 characterizations of the word prominent here.  
10 Does it jut forward -- and we'll go through each  
11 of them -- does it jut forward in relation to the  
12 remainder of the body of that letter?

13 MR. METCHO: I'm going to object to  
14 this line of questioning also as  
15 constituting conclusions of law.

16 Mr. Bowers, you can answer if you  
17 are able.

18 THE WITNESS: In my opinion it's  
19 very noticeable.

20 BY MR. MILZ:

21 Q. Does it jut forward from the rest of the  
22 copy or as you say it was in the same size and  
23 type as the rest of the body?

24 A. In my opinion that language is not



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1       overshadowed by the remaining portion of letter.

2       Q.       I understand that, Mr. Bowers. You  
3       drafted the letter and you're representing the  
4       Defendant in this case. I'm asking a simple  
5       question.

6               Does that second paragraph jut forward in  
7       relation to the rest of the body of the language  
8       in the letter?

9       A.       You know, I'm not going to argue or debate  
10      the meaning of the word "prominent" with you. It  
11      stands by itself. And so I can only state to you  
12      that it is my position and opinion that the  
13      validation notice is not overshadowed by the  
14      remaining portion of the letter and that it is  
15      displayed in accordance with the law.

16      Q.       Would you agree that if the validation  
17      notice was in bold, it would be more prominent  
18      than the rest of the body of that letter?

19      A.       To my knowledge there's nothing that  
20      indicates or is required that this language be in  
21      bold.

22      Q.       That's a yes or no question that I asked  
23      you. You could answer it yes or no. I don't  
24      really care what your answer is.

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1 But looking at that second paragraph if  
2 that was in bold or if that was underlined, would  
3 it be more prominent than the rest of the copy of  
4 the letter?

5 A. If Congress intended for it to be in bold,  
6 they would have required it in the legislation.

7 Q. So you're not going to answer my question?

8 A. I answered it to the best of my ability.

9 Q. Is that second paragraph standing out or  
10 projecting in any way in relation to the rest of  
11 the body in the copy of that letter?

12 A. It is placed in the first or second  
13 paragraph of any validation letter to any consumer  
14 at FRS, Financial Recoveries Services.

15 Q. This is the second time you said it's  
16 placed in the first or second paragraph. In this  
17 particular letter is it placed in the first  
18 paragraph, the validation notice?

19 A. No, it is not in the first paragraph. It  
20 is in the second paragraph in this particular  
21 letter.

22 Q. So in this particular letter does this  
23 second paragraph, that's the validation notice --  
24 I'll ask it again. It's a yes or no question.

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1 Does it the stand out or project in relation to  
2 the remainder of the body of this collection  
3 letter?

4 A. I think that it stands out as it is in the  
5 top portion of the letter.

6 Q. So again you're not going to answer yes or  
7 no?

8 A. I answered the question to the best of my  
9 ability.

10 Q. So you think that that's readily  
11 noticeable?

12 A. Yes.

13 Q. Would it be more noticeable if, for  
14 instance, it was indented or there was a heading  
15 stating important notice?

16 A. I guess that would be a matter of opinion.

17 Q. It's your opinion that it wouldn't be?

18 A. In my opinion I tend to read a notice in  
19 its entirety.

20 Q. I'll move to Interrogatory Number 5.  
21 You'll agree we ask for any and all documents in  
22 your possession including electronic documents  
23 such as emails which address or bare upon the  
24 size, font, readability, placement and/or format

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1 of the validations rights notice utilized in your  
2 collection letters, and attach documents which  
3 relate to your answer.

4 You object and then you say Defendant is  
5 not in possession of any documents indicating that  
6 the font size used in the letter at issue was not  
7 appropriate.

8 I just want to clarify that we were not  
9 asking for documents that mention that the font  
10 size was not appropriate. We're looking for any  
11 and all documents which address or bear upon the  
12 size, font, readability, placement or format.

13 With that clarification, which I think is  
14 apparent from the Interrogatory, are there any  
15 documents that exist responsive to this discovery  
16 request?

17 A. I believe that the answer states that the  
18 Defendant is not in possession of any documents  
19 indicating that the font size used in the letter  
20 at issue was not appropriate.

21 Q. Do you have any documents reflecting that  
22 the font size used in the letter was appropriate?

23 A. Such as? Can you give me an example of  
24 anything?

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1 Q. They would be your documents. I don't  
2 know. Emails, memos, policies and procedures.

3 A. Here again --

4 Q. We're not just asking for font size, but  
5 readability, placement and format of the  
6 validation notice. Your answer specifically  
7 mentions font size, but there's more to our  
8 question.

9 A. Here again, that goes back to the  
10 collection notice review program and the  
11 communications back and forth from our outside  
12 counsel that reviews these notices as we  
13 previously discussed.

14 Q. So are you stating that any documents  
15 responsive to this would be subject to an  
16 attorney/client privilege? Because if so, that  
17 objection is not made. We've not been provided  
18 with any privilege log. This information is  
19 discoverable.

20 MR. METCHO: We can follow up with  
21 both Mr. Bowers and counsel regarding a  
22 particular document. If that is the case  
23 and we find that, we can amend our  
24 response to Interrogatory Number 5.

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1 THE WITNESS: There would be one  
2 document that we do review, and that is  
3 the ACA's Guide to Federal and State  
4 Collection Laws.

5 BY MR. MILZ:

6 Q. That's a document you keep in your  
7 possession?

8 A. We subscribe to a subscription from the  
9 ACA and it's a three-ring binder. It's readily  
10 available to anybody.

11 MR. MILZ: Well, I'll ask that any  
12 information bearing on the size, font,  
13 readability, placement and/or format of  
14 the validation rights notice reflected in  
15 that Guide is produced. We don't need the  
16 whole thing.

17 MR. METCHO: I'll discuss it with my  
18 client. When he gets back to his place of  
19 business he can --

20 MR. MILZ: I certainly don't want  
21 the whole three-right binder.

22 MR. METCHO: -- look at documents  
23 and whatever is responsive to the request  
24 will be produced. The documentation is

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1 readily available in the public domain as  
2 Mr. Bowers stated.

3 BY MR. MILZ:

4 Q. Mr. Bowers, apart from yourself does  
5 anyone else at Financial Recoveries Services have  
6 any involvement in the drafting or approval of  
7 template collection letters such as FRS-1?

8 A. No.

9 MR. MILZ: I'll just note for the  
10 record, Ron, that Number 8 is apparently  
11 subject to your objection, and our  
12 conversation related to Number 5 as well.

13 BY MR. MILZ:

14 Q. Looking at Number 10, sir, are you aware  
15 of any affirmative defenses that Financial  
16 Recoveries is raising in this case?

17 MR. METCHO: Not as an objection,  
18 but for the record, we have yet to file an  
19 Answer in this matter. We will be filing  
20 an Answer which will contain several  
21 affirmative defenses. It needs to be  
22 approved by the client first. After that  
23 Answer is filed we can update our response  
24 to Interrogatory Number 10.

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1                   (Whereupon, Responses to Plaintiff's  
2                   First Request for Production of Documents  
3                   was marked Exhibit Number FRS-3 for  
4                   identification.)

5       BY MR. MILZ:

6       Q.           I want to hand you what I'm going to mark  
7       FRS-3.

8                   (Discussion held off the record.)

9       BY MR. MILZ:

10      Q.           Looking at Number 1, are you aware, sir,  
11      of any documents that Financial Recoveries  
12      Services will be relying on in defending against  
13      Plaintiff's claims or supporting any of its  
14      affirmative defenses?

15      A.           Could you rephrase that question again,  
16      please?

17      Q.           Are you aware of any documents that  
18      support or go against any claim raised by Miss  
19      Jewsevskyj in this case that are in Financial  
20      Recoveries' possession?

21      A.           Not to my knowledge.

22                   (Discussion held off the record.)

23      BY MR. MILZ:

24      Q.           Sir, I want to call your attention back to



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1 FRS-1, the letter in this case. I want you to  
2 look at the margins of that page where the body  
3 is. Is that something that's selected by FRS or  
4 is that something in control of the printer?

5 A. We ask the printer to format the language  
6 or the format of the letter in such a way that it  
7 fits so that they can print everything that needs  
8 to be on the letter and properly mail the letter.

9 Q. You say everything that needs to be on  
10 this letter. With this initial communication the  
11 only information that needs to be on the initial  
12 communication would be the information that's  
13 required by the debt collection laws; correct?

14 MR. METCHO: I'm going to object to  
15 the form of the question. Try to clarify  
16 that question, Andy, please.

17 MR. MILZ: I think it's clear.

18 MR. METCHO: If you can answer it,  
19 Mr. Bowers, please do.

20 THE WITNESS: You need to provide  
21 all of the disclosures that are required  
22 by debt collection laws, that is correct.  
23 And you would need to provide the  
24 information as it's related to the

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1 creditor and the balance itemization. You  
2 need to also make sure that the consumer's  
3 information is there related to their  
4 address and return address, and you need  
5 to provide them with information as to how  
6 to contact you or resolve the matter.

7 BY MR. MILZ:

8 Q. I want you to look at the third paragraph  
9 down, We are authorized to offer you the  
10 opportunities listed below; do you see that?

11 A. I do see that.

12 Q. Then there are four numbered paragraphs  
13 that are indented with an open parenthesis there;  
14 do you see that?

15 A. I do see that.

16 Q. Then it's what looks like payment options;  
17 correct?

18 A. Yes, that's correct.

19 Q. That information regarding these payment  
20 options, that is not something that is required by  
21 law to be included in initial communication to a  
22 consumer, is it?

23 A. It is not specifically required by the  
24 law, but it is something that many consumers take

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1 advantage of and many consumers utilize in order  
2 to resolve their accounts.

3 Q. So these are different options for them to  
4 pay Financial Recoveries?

5 A. These are different options for them to  
6 resolve their account.

7 Q. But again, there's no law that mandates  
8 that that type of information is included on the  
9 initial communication to a consumer; correct?

10 A. That is correct.

11 Q. Financial Recoveries chooses to include  
12 that information on this letter; correct?

13 A. For the benefit of the consumer we choose  
14 to provide them with options that they can choose  
15 at their discretion.

16 Q. So this is for the consumer's benefit, not  
17 for Financial Recoveries' interest in getting paid  
18 on this account?

19 MR. METCHO: I'm going to object to  
20 the form. Is that a question or a  
21 statement?

22 BY MR. MILZ:

23 Q. Was that your answer, sir?

24 A. My answer remains unchanged.

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1 Q. Below Number 4 there, there's a paragraph  
2 that says Please mark your choice with an X; do  
3 you see that?

4 A. I do see that.

5 Q. Now, that paragraph continuing all the way  
6 down to the word "settlement" all in caps, that  
7 paragraph is not mandated by law to be in the  
8 initial communication to a consumer, is it?

9 A. It is not mandated specifically for the  
10 requirements of fulfilling the validation notice.

11 Q. Below that paragraph there's a statement,  
12 Feel free to call us, and then your website there  
13 is in bold; do you see that?

14 A. I can't tell specifically from this copy  
15 if that's in bold or not.

16 Q. Let me give you the original.

17 MR. METCHO: Andy, if he's going to  
18 testify as to the original letter, I think  
19 we should have it marked as an exhibit.

20 MR. MILZ: Okay, that's fine. I'm  
21 going to keep it in my possession if  
22 that's all right.

23 MR. METCHO: That's fine. I just  
24 want the record to reflect that Mr. Bowers

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1 is testifying as to that particular  
2 letter.

3 THE WITNESS: It doesn't appear to  
4 be bold to me.

5 (Whereupon, original letter was  
6 marked Exhibit Number FRS-4 for  
7 identification.)

8 BY MR. MILZ:

9 Q. It's underlined though; correct?

10 A. Yes, it is underlined.

11 MR. METCHO: Let the record reflect  
12 that Mr. Bowers is reading from what has  
13 been marked as FRS-4, which is the  
14 original. It's not a copy. It's the  
15 original letter that was mailed to the  
16 Plaintiff in this matter.

17 BY MR. MILZ:

18 Q. Below that section there's a signature  
19 line and then there's a statement, This is an  
20 attempt to collect a debt. Any information  
21 obtained will be used for that purpose. This  
22 communication is from a debt collector. Do you  
23 see that?

24 A. I do see that.

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1 Q. And that information is required by law to  
2 be in your letter; is it not?

3 A. Correct.

4 Q. Financial Recoveries chose to have that  
5 centered in the middle of this letter with white  
6 space around it; do you agree?

7 MR. METCHO: I'm going to object.

8 It's not a question. It's a statement.

9 You can ask Mr. Bowers questions, but he's  
10 not just going to agree and disagree to  
11 your testimony.

12 BY MR. MILZ:

13 Q. Who chose to put that statement in a form  
14 where it's centered amid white space in that  
15 section of the letter?

16 A. It's not material.

17 Q. I'm sorry?

18 A. It's not material.

19 Q. What do you mean by that?

20 A. It's not material how it's centered in the  
21 page. The office hours are centered in the page,  
22 too. What difference does it make?

23 Q. Well, I think it's up to the Court to  
24 determine what's material and relevant.

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1 A. Okay. Well, I'm making a statement. What  
2 difference does it make? It doesn't make any  
3 difference and it's immaterial.

4 Q. So I'll ask my question again. Who chose  
5 for that statement to be centered in the portion  
6 of the page amidst white space like that?

7 A. I don't recall. But since I drafted the  
8 letter it was me. And my opinion is it's  
9 immaterial and makes no difference.

10 Q. Well, you could have chosen to do that  
11 with the validation notice, couldn't you?

12 A. I could have chosen to do that with  
13 anything in this page.

14 Q. But Financial Recoveries chose not to  
15 center the validation notice with ample white  
16 space around it, didn't it?

17 A. FRS chose to put the validation notice in  
18 the notice as described by the law.

19 Q. Is it your position that you could not  
20 have placed it in any more of a prominent or  
21 conspicuous manner?

22 A. I guess that's subject to opinion.

23 Q. Instead Financial Recoveries did what they  
24 consider to be the bare minimum here?

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1 MR. METCHO: Is that a question?

2 Mr. Bowers, do not answer the  
3 question.

4 You can ask a question, Andy, but  
5 enough of the statements.

6 BY MR. MILZ:

7 Q. Sir, looking in that section I was just  
8 talking about, the section that's centered amid  
9 the white space, about three-quarters of the way  
10 down the letter, you'll agree there's a statement  
11 in bold there that says See reverse side for  
12 important information?

13 A. Yes.

14 Q. That's in bold?

15 A. Yes.

16 Q. And you chose to put that in bold?

17 A. Yes.

18 Q. Turning the letter over, what is reflected  
19 on the back side of this letter?

20 A. Generally speaking, these are additional  
21 information that's required by various states and  
22 that information may be provided on the back of a  
23 letter. In the event that you do put it on the  
24 back of the letter, there must be something on the



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1 front of the letter that directs their attention  
2 to see the reverse side for that information.

3 Q. Would you agree that none of this  
4 information as relates to these other state laws,  
5 California, Colorado, Massachusetts, Minnesota,  
6 New York, North Carolina, Tennessee, Wisconsin, is  
7 important at all to somebody with an address in  
8 Pennsylvania, is it?

9 A. I would state that as it relates to  
10 compliance to Pennsylvania law it is not  
11 required. I would state that there's information  
12 on the back that directs any consumer to the FTC  
13 or the CFPB as it relates to any violations  
14 related to the Fair Debt Collections Practices Act  
15 and provides them information that if they have  
16 grievances as such that they have a resource at  
17 their avail. So if you don't believe that that's  
18 important to a Pennsylvania consumer, well, I  
19 guess that's your opinion.

20 Q. Well, that wasn't my question. My  
21 question was related to those states, those  
22 specific statements related to the states.  
23 They're not relevant at all to a Pennsylvania  
24 consumer, are they?

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1 A. Your question was if any of the  
2 information on the back was relevant to a  
3 Pennsylvania consumer or not.

4 Q. My question was specific to those states  
5 and I named the states.

6 A. Okay.

7 Q. So if that information related to those  
8 states wasn't on the back there, there would be a  
9 lot more room in this letter to make that notice  
10 more conspicuous, wouldn't there be?

11 A. One less line.

12 Q. I'm sorry?

13 A. One less line.

14 Q. What do you mean by that?

15 A. You said if that information wasn't in  
16 there, there would be one less line. See reverse  
17 side for important information. That's one less  
18 line.

19 Q. There's all this space on the reverse as  
20 well?

21 A. To my knowledge validation language must  
22 be placed on the front of the letter and not the  
23 back.

24 Q. There's information on the front of this

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1 letter taking up space that is not required to be  
2 there, is there not?

3 A. Can you ask me a question as it relates to  
4 a specific item and if it's required there or  
5 not?

6 Q. Well, I've already asked and you've  
7 already stated that paragraph three starting with  
8 "We are authorized" going all the way down to  
9 "from this settlement," those paragraphs aren't  
10 required by law to be in your initial  
11 communication. Do you recall giving that  
12 testimony?

13 A. I do.

14 Q. By choosing to include this additional  
15 information would you agree with me that it  
16 resulted in less space for the provision of the  
17 required validation notice?

18 A. There is nothing in the law that states  
19 that you cannot put information other than the  
20 validation language in the initial notice.

21 Q. So Financial Recoveries included this  
22 additional information, did it not, in the attempt  
23 to get paid as well as providing the notice that's  
24 required under the law?

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1 A. FRS provided this additional information  
2 to give the consumer options.

3 Q. Options related to paying Financial  
4 Recoveries?

5 A. Options related to resolving their  
6 account.

7 Q. Why did you choose to use all block  
8 capitalized text for this letter?

9 A. For many years we utilized block case,  
10 capital case, and it was just something that's  
11 always been done.

12 Q. Do you know why?

13 A. I believe that it was a carryover from the  
14 fact that our initial notices were internally  
15 created, and our collection platform back then  
16 only utilized capital font, capital case  
17 lettering, so that's why that was the way it was.  
18 We just never changed and it had never been a  
19 problem.

20 Q. Well, that wouldn't require, would it, the  
21 remainder of the text in that body to be all caps  
22 as well, would it?

23 A. Excuse me?

24 Q. That carryover that you mentioned from how

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1 your internal --

2 A. Correct. And you asked me how come our  
3 sentence case or capital case came to be and I  
4 answered the question to the best of my abilities.

5 Q. I just want to make sure we've got this  
6 clear for the record.

7 The fact that you have this carryover that  
8 you suspect is the reason why the notice was in  
9 all caps does not require the entire body of the  
10 text in this collection letter to be in all caps,  
11 does it?

12 A. No.

13 Q. Would you agree that if the remainder of  
14 the body of this text was in sentence case and  
15 just the notice was in all caps, that the notice  
16 would be more prominent in this letter?

17 A. I guess that's subject to opinion.

18 Q. I'm asking would you agree. I'm asking  
19 for your opinion.

20 A. Potentially.

21 Q. Would you agree that the use of the all  
22 caps for the remainder of the body of the letter  
23 causes the validation notice to blend in with the  
24 remainder of the body of the letter?

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1 A. It is of the same size font and format as  
2 the rest of the letter and as such follows the  
3 guidance provided by the law that you cannot  
4 overshadow the disclosure itself.

5 Q. Turning over to the reverse, looking at  
6 the text on this page there's some caps and  
7 there's some sentence case, would you agree?

8 A. Yes.

9 Q. If Financial Recoveries wanted to use  
10 sentence case for the body of its collection  
11 letter on the front side, it could have?

12 MR. METCHO: Objection. Is it a  
13 statement or is it a question?

14 MR. MILZ: I asked would he agree.

15 MR. METCHO: You didn't, but thank  
16 you.

17 THE WITNESS: Yes, it can.

18 BY MR. MILZ:

19 Q. You'll notice that some of these  
20 statements related to the various state laws in  
21 California, Colorado, Massachusetts, Minnesota,  
22 New York City, North Carolina, Tennessee,  
23 Wisconsin, each of those statements have before  
24 them a centered headline before the paragraphs

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1 related to those states; would you agree with  
2 that?

3 A. Yes, that's correct.

4 Q. Had Financial Recoveries wanted to, would  
5 you agree that it could have included on the front  
6 side a statement related to the validation notice  
7 as a title in the middle above the validation  
8 notice?

9 A. You could add whatever you would want to  
10 the letter, albeit it's not specifically required  
11 by federal law that you do so.

12 Q. That wasn't my question. My question was  
13 if it wanted to, it could have included that  
14 there; correct?

15 A. I answered the question.

16 (Whereupon, letter was marked  
17 Exhibit Number FRS-5 for identification.)

18 BY MR. MILZ:

19 Q. I hand you what's marked FRS-5.

20 MR. METCHO: I think we've been down  
21 this road before. I'm going to object to  
22 it.

23 BY MR. MILZ:

24 Q. Sir, do you recognize this as a letter

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1 sent by your company, Financial Recovery Services,  
2 Inc.?

3 A. Yes. But it seems to be --

4 Q. It's not the best copy.

5 A. -- altered or missing or smudged.

6 Q. Now, you'll agree that this letter sent to  
7 Miss Jewsevkyj was in sentence case?

8 A. Yes.

9 Q. Looking in between that one and FRS-1  
10 would you agree that when one reads the sentence  
11 case, it's easier to read than the all caps case  
12 of the FRS-1 letter?

13 A. You're stating -- I would disagree.

14 Q. You would disagree? It's your position  
15 that the all caps letter is easier to read than  
16 the sentence case letter?

17 A. I guess that's subject to opinion.

18 Q. I'm asking for your opinion.

19 A. That's why I'm saying. I'm saying both of  
20 them -- I can read both of them the same.

21 (Whereupon, letter was marked  
22 Exhibit Number FRS-6 for identification.)

23 BY MR. MILZ:

24 Q. I want to hand you what's marked FRS-6.



BRIAN BOWERS

1                   MR. METCHO: I'm going to object to  
2                   the use of this letter. It is an FRS  
3                   letter; however, it does not pertain to  
4                   the Plaintiff in this matter and the use  
5                   of this letter in regard to either  
6                   Plaintiff's claims or the defense of this  
7                   matter are completely irrelevant.  
8                   However, I will allow Mr. Milz to ask  
9                   questions, but note my objection on the  
10                  record that this letter has nothing to do  
11                  with the matter at hand.

12                 MR. MILZ: I just want to respond  
13                 that this letter was produced by the  
14                 Defendant in this case in support of its  
15                 motion to dismiss the Complaint and the  
16                 sole document referenced in its discovery  
17                 response as being responsive to our  
18                 request. So I think that objection is  
19                 very ill founded.

20                 MR. METCHO: Depending on your line  
21                 of questioning which is why I'm allowing  
22                 the questioning. You can continue.

23                 BY MR. MILZ:

24                 Q.           Sir, we've established through your

BRIAN BOWERS

1 Counsel that this is a Financial Recovery  
2 Services, Inc. letter. Sir, is this also an  
3 initial communication?

4 A. Yes, it is.

5 Q. Indeed, does it say right in the middle of  
6 the page above the body of the text in stars and  
7 apparently in bold and caps "Initial  
8 Notification"?

9 A. Yes, it does.

10 Q. The text of that headline, Initial  
11 Notification, it is larger than the body that  
12 follows; correct?

13 A. Yes, in this case it is.

14 Q. Would you agree it calls the reader's  
15 attention to the middle of page?

16 MR. METCHO: Objection. You can  
17 answer.

18 THE WITNESS: It may or may not.

19 BY MR. MILZ:

20 Q. Looking at the language of the body  
21 underneath that headline Insurance Notification,  
22 starting with "The accounts" going all the way  
23 down to "Commerce," would you agree that the  
24 information contained in this initial

BRIAN BOWERS

1 communication is only information relating to  
2 those disclosures that are mandated by law to be  
3 given to the consumer?

4 A. It has the validation language as the  
5 other exhibits that you provided in Exhibit 1 and  
6 Exhibit 4. I believe that language is all the  
7 same. It looks like it's all the same font size.  
8 It looks like in this particular notice it is the  
9 third paragraph rather than the second paragraph,  
10 and it appears that our notice in FRS-1 and FRS-4  
11 provides further information as it relates to date  
12 of last payment, balance itemization and so forth.

13 Q. So I just want to ask my question again  
14 because that was not exactly responsive to my  
15 question.

16 My question was would you agree with me  
17 that the information provided under that heading  
18 Initial Notification from the line The accounts  
19 all the way down to Commerce is solely information  
20 that is mandated by law to be provided to the  
21 consumer in the initial communication?

22 A. Starting with?

23 Q. Everything under that initial notification  
24 down to above Sincerely.

BRIAN BOWERS

1 A. Yes.

2 Q. You will agree with me that there's no  
3 other extraneous information in that section;  
4 correct?

5 A. There is no other information in that  
6 section.

7 Q. Would you agree with me that those legal  
8 notices are set out on their own without any other  
9 information in that area of that letter?

10 A. Correct.

11 Q. And that's quite different than Exhibit 1,  
12 is it not?

13 A. It's different, but it still contains the  
14 same information.

15 Q. Would you agree then, sir, that these  
16 statutory notices stand out better or more  
17 prominently when they're on their own as compared  
18 to when they're placed in a body of text  
19 containing other extraneous information?

20 A. No more, no less.

21 Q. Would you agree that the validation notice  
22 in this letter is more prominent because it  
23 follows a headline in larger bold capital letters  
24 surrounded by the stars stating initial

BRIAN BOWERS

1 notification?

2 A. No.

3 Q. Would you agree that the validation notice  
4 is more prominent in this letter because the  
5 margins of the letter are much wider than in  
6 FRS-1?

7 A. I haven't really noticed that.

8 Q. So your answer is?

9 A. No.

10 Q. When FRS sends the initial communication  
11 to Miss Jewsevskeyj, if it wanted to it could have  
12 sent her an initial notification that included  
13 just those statutory notices and nothing else,  
14 couldn't they have?

15 A. Miss Jewsevskeyj was provided all of the  
16 required notifications that FRS needed to send.

17 Q. If it wanted to, it could have sent those  
18 notifications separate and apart from the request  
19 for payment and the check boxes and numbered  
20 paragraphs, couldn't it have?

21 A. It could have.

22 Q. But it chose not to; correct?

23 A. Correct. It chose to follow -- it  
24 followed the guidance of federal law.

BRIAN BOWERS

1 Q. Sir, over the years in your history of  
2 drafting these collection letters, particularly  
3 the initial communication to consumers for  
4 Financial Recovery Services, have you experimented  
5 with placing the notice in various different spots  
6 in the collection letters? Over the years, say  
7 over the last five years?

8 A. It typically could be placed in the first  
9 or second paragraph of the letter. And it's  
10 placed there for the reason that the validation  
11 language appears on the first letter is that it is  
12 required by law.

13 Q. I'll go back to my question. I think  
14 maybe it wasn't clear.

15 Over the years you've drafted several  
16 different versions of an initial communication to  
17 be sent to consumers by FRS; correct?

18 A. Correct.

19 Q. Would you agree that in that period you  
20 have placed the validation notice required by  
21 1692(g) in various different spots in those  
22 initial communications?

23 A. Not necessarily.

24 Q. We can look through some of them from over

BRIAN BOWERS

1 the years.

2 (Discussion held off the record.)

3 BY MR. MILZ:

4 Q. Sir, over time -- I'll limit my request to  
5 the last five years -- in your history of drafting  
6 the initial communication for FRS there have been  
7 times when you included the initial communication  
8 in the very first paragraph of the collection  
9 letter; is that correct?

10 A. I don't have enough information to answer  
11 that.

12 MR. MILZ: If the witness is going  
13 to say it, then I think it's important for  
14 me to show him the document.

15 MR. METCHO: Ask it in another  
16 manner. Ask it in another way.

17 BY MR. MILZ:

18 Q. Have you put the validation notice in the  
19 very first paragraph of collection letters in the  
20 past?

21 A. We may have.

22 Q. If I showed you a collection letter from  
23 FRS, that's an initial communication with the  
24 validation in the very first paragraph, would you

BRIAN BOWERS

1 agree that FRS --

2 A. As I previously testified, the validation  
3 language is in the first or second paragraph  
4 typically of any validation notice or initial  
5 notice that we send to a consumer. I previously  
6 testified to that aspect.

7 Q. In your history of drafting the initial  
8 communications to consumers for FRS have you  
9 placed the validation notice in the last paragraph  
10 of the body of a collection communication?

11 A. Not in recent history that I can  
12 recollect.

13 Q. Did you in 2012?

14 A. I don't know.

15 MR. MILZ: I tried to go about it  
16 the way to get around any objection you  
17 have. I'm showing the document to the  
18 witness.

19 (Whereupon, letter was marked  
20 Exhibit Number FRS-7 for identification.)

21 BY MR. MILZ:

22 Q. Sir, I'm handing you what's marked FRS-7.

23 MR. METCHO: I'm putting an  
24 objection on the record noting that this



BRIAN BOWERS

1 is the first time that counsel has seen  
2 this letter. I cannot attest to the truth  
3 or voracity of this letter. Due to that  
4 fact I am directing Mr. Bowers to not  
5 answer any questions pertaining to this  
6 letter. I'm putting an objection on the  
7 record to that effect.

8 BY MR. MILZ:

9 Q. Mr. Bowers, would you agree with me that  
10 in this collection letter the validation notice  
11 required by 1692(g) is in the last paragraph of  
12 the body of the collection letter?

13 A. I note that this notice is from --

14 MR. METCHO: Again, I'm objecting  
15 and directing my client not to answer any  
16 questions pertaining to this particular  
17 letter that has been marked as Exhibit 7.

18 BY MR. MILZ:

19 Q. In your time at FRS of drafting the  
20 initial communications have you drafted  
21 communications where the validation notice was  
22 placed separate and apart from the body of the  
23 text in a collection letter?

24 A. Separate from the body of the text?

BRIAN BOWERS

1 Q. Correct.

2 A. No.

3 Q. How long have you been drafting collection  
4 letters for FRS?

5 A. Since 1996.

6 Q. Have you been CEO and president that  
7 entire time?

8 A. Yes.

9 Q. Would you agree, sir, that regardless of  
10 whether the language of your validation notice is  
11 correct and accurate or not, if the notice is  
12 placed in an inconspicuous or not prominent manner  
13 it can constitute a violation of the Fair Debt  
14 Collection Practices Act?

15 MR. METCHO: I'm going to object to  
16 the question as seeking a conclusion of  
17 law. Mr. Bowers, you can answer if you're  
18 able.

19 THE WITNESS: I was going to answer  
20 in just that way. I think that is a  
21 question of interpretation of the law that  
22 is at issue right now and would be decided  
23 upon by the Judge and the Court.

24 BY MR. MILZ:

BRIAN BOWERS

1 Q. Looking at FRS-1, when you collect debts  
2 for LVNV Funding, LLC are they consumer or are  
3 they commercial debts?

4 A. By true definition they could be either.

5 Q. What's FRS' understanding of the debts it  
6 collects on behalf of LVNV? Do they understand  
7 them to be commercial debts or consumer debts?

8 A. We are not provided any distinction in any  
9 placement file that it is necessarily a consumer  
10 or a commercial debt. The fact of the matter is  
11 that dependent upon how the credit instrument was  
12 used, it could be defined as either, which would  
13 be yet to be defined.

14 Q. When collecting debts on behalf of LVNV  
15 Funding, does Financial Recoveries Services strive  
16 to adhere to the requirements of consumer debt  
17 collection laws?

18 A. Yes, we do.

19 Q. Are you aware, sir, of LVNV Funding being  
20 in the business of purchasing charged-off  
21 commercial debts?

22 A. They can purchase whatever debts they  
23 want. So, yes, they can purchase commercial debts  
24 and they can purchase consumer debts if that's

BRIAN BOWERS

1     what they choose to do.

2     Q.         Without getting into anymore particulars  
3     than this, are you aware of any provision in your  
4     agreement with LVNV related to the collection of  
5     debts related to whether the debts you will be  
6     collecting are consumer or commercial debts?

7     A.         Not off the top of my head right now. I'd  
8     have to review those contracts.

9                 MR. MILZ: Unless you're going to  
10                stipulate that we're talking about  
11                commercial use here I need a copy of  
12                that. And I know you're representing  
13                LVNV, too. We would need a copy of the  
14                purchase and sale agreements and things of  
15                that nature. Hopefully we can get around  
16                that, but --

17               MR. METCHO: What are you looking  
18               for, just to stipulate to the fact that  
19               Miss Jewsevskyj's debt was a consumer  
20               debt?

21               MR. MILZ: And the understanding  
22               from FRS that it was collecting consumer  
23               debts with these communications.

24               MR. METCHO: All right. We can talk

BRIAN BOWERS

1           about that after the deposition. We can  
2           stipulate to that effect.

3           MR. MILZ: If not, we need  
4           documentation.

5           MR. METCHO: Fair enough.

6 BY MR. MILZ:

7 Q.       Is it Financial Recoveries' position in  
8 this litigation that in relation to the collection  
9 of this debt from Miss Jewsevskyj it was operating  
10 as a debt collector as defined by the Fair Debt  
11 Collection Practices Act?

12 A.       Yes.

13 Q.       Getting back to the line of questioning I  
14 was following up on earlier, over the years have  
15 you experimented with placing the 1692(g)  
16 validation notice in different spots in your  
17 collection letters?

18 A.       We have not experimented with not placing  
19 the required language on a notice, on a validation  
20 notice. We have always placed the required  
21 language in any initial validation notice. Has it  
22 happened to be in different locations such as the  
23 first, second or third paragraph? Yes, it has.  
24 But was there any scientific or rhyme or reason as

BRIAN BOWERS

1 to why it was someplace or some scientific study?  
2 No. It just was placed in a notice where it  
3 happened to fit at the time. And it was always of  
4 the same font size and it was always part of the  
5 body of the letter so as not to be overshadowed.

6 Q. Do you keep any statistics on which  
7 initial communication templates generate more or  
8 less disputes or validation requests from the  
9 consumers?

10 A. No.

11 Q. Do you know if the outside legal counsel  
12 you utilize keeps track of that information?

13 A. No.

14 MR. METCHO: I'm going to put an  
15 objection on the record regarding that  
16 last question regarding the information  
17 provided could possibly be subject to the  
18 attorney/client privilege.

19 MR. MILZ: I think that's all I  
20 have.

21 MR. METCHO: I have nothing  
22 further.

23 (The deposition was concluded at  
24 12:17 p.m.)

## C E R T I F I C A T I O N

I, Mary Ann Timko, do hereby certify that the proceedings, evidence, and objections noted are contained fully and accurately in the notes taken by me of the preceding deposition; and that this copy is a correct transcription of the same.



MARY ANN TIMKO  
COURT REPORTER

(The foregoing certification of this transcript does not apply to any reproduction of same by any means unless under the direct control and/or supervision of the certifying reporter.)

**EXHIBITS**

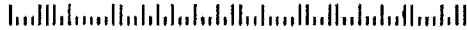


DEPT 813 8674679315013  
PO BOX 4115  
CONCORD CA 94524



RETURN SERVICE REQUESTED

January 15, 2015



ALEXANDRA JEWSEVSKYJ  
4743 WORTH ST  
PHILADELPHIA PA 19124-2813



**FINANCIAL RECOVERY SERVICES, INC.**

P.O. Box 385908  
Minneapolis, MN 55438-5908  
1-877-902-5064

CURRENT CREDITOR: LVNV FUNDING LLC  
ORIGINAL CREDITOR: CREDIT ONE BANK, N.A.  
REGARDING: MHC RECEIVABLES, LLC  
ACCOUNT NUMBER: XXXXXXXXXXXXX9706  
DATE OF LAST PAYMENT: 02/24/09  
CHARGE-OFF DATE: 10/23/09

**BALANCE ITEMIZATION**

PRINCIPAL BALANCE: \$558.34  
INTEREST BALANCE: \$569.66  
BALANCE DUE: \$1128.00  
FRS FILE NUMBER: 429  
ON-LINE PIN NUMBER: 192  
(Used to access and view your file on WWW.FIN-REC.COM)

PLEASE BE ADVISED THAT LVNV FUNDING LLC THE CURRENT CREDITOR-DEBT PURCHASER HAS PURCHASED THE ACCOUNT REFERENCED ABOVE AND IT HAS BEEN PLACED WITH OUR OFFICE FOR COLLECTION. AS OF THE DATE OF THIS LETTER, YOU OWE \$1128.00. BECAUSE OF INTEREST THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ABOVE, AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION.

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. THE OPPORTUNITIES LISTED ABOVE DO NOT AFFECT YOUR RIGHTS DESCRIBED BELOW.

WE ARE AUTHORIZED TO OFFER YOU THE OPPORTUNITIES LISTED BELOW:

1. ( ) MY ACCOUNT WILL BE PAID IN FULL BY A ONE-TIME PAYMENT EQUAL TO THE BALANCE; OR
- ( ) MY ACCOUNT WILL BE SETTLED IN FULL BY A ONE-TIME PAYMENT EQUIVALENT TO 40.00% OF THE ABOVE REFERENCED BALANCE IN THE AMOUNT OF \$451.20; OR
3. ( ) MY ACCOUNT WILL BE SETTLED IN FULL BY THREE EQUAL CONSECUTIVE MONTHLY PAYMENTS EQUIVALENT TO 50.00% OF THE ABOVE REFERENCED BALANCE FOR A TOTAL REPAYMENT OF \$564.00; OR
4. ( ) I WILL MAKE A MONTHLY PAYMENT THAT IS AFFORDABLE TO ME AT THIS TIME AS FOLLOWS, I WILL PAY \$\_\_\_\_\_ MONTHLY UNTIL MY ACCOUNT IS PAID IN FULL OR ANOTHER AGREEMENT IS NEGOTIATED. PAYMENTS WILL BE SENT ON OR BEFORE THE \_\_\_\_\_ OF EACH MONTH.

PLEASE MARK YOUR CHOICE WITH AN "X" IN THE SPACE PROVIDED AND FORWARD WITH YOUR PAYMENT TO THE ADDRESS LISTED BELOW. YOU MAY CONTACT THE REPRESENTATIVE LISTED BELOW WITH ANY QUESTIONS. WE ARE NOT OBLIGATED TO RENEW OFFERS 2 THROUGH 4 ABOVE. FOR OFFERS 2 AND 3 ABOVE, WHEN YOU HAVE SATISFIED THIS AGREEMENT, THE ACCOUNT(S) WILL BE CONSIDERED SETTLED IN FULL FOR LESS THAN THE FULL BALANCE AND YOU WILL BE RELEASED OF ALL LIABILITY RELATIVE TO THE ABOVE LISTED ACCOUNT(S). WE RECOMMEND THAT YOU CONSULT INDEPENDENT TAX COUNSEL OF YOUR OWN CHOOSING IF YOU DESIRE ADVICE ABOUT ANY TAX CONSEQUENCES WHICH MAY RESULT FROM THIS SETTLEMENT.

PLEASE FEEL FREE TO CALL US AT THE TOLL-FREE NUMBER LISTED BELOW. FRS NOW ACCEPTS SOME FORMS OF PAYMENT ONLINE AT [WWW.FIN-REC.COM](http://WWW.FIN-REC.COM).

SINCERELY,  
DAN JAMBOR  
ACCOUNT MANAGER  
TOLL FREE: 1-877-902-5064

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Office hours are: Monday-Thursday, 7am to 8pm; Friday 7am to 5pm; Saturday 7am to noon.

\*\*\*DETACH AND RETURN THIS PORTION OF THIS NOTICE WITH YOUR PAYMENT\*\*\*

NOTE: ANY CHECK RETURNED FOR INSUFFICIENT FUNDS OR ACCOUNT CLOSED WILL BE ASSESSED A \$15.00 CHARGE.

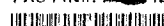
Amount Enclosed: \_\_\_\_\_ ALEXANDRA JEWSEVSKYJ  
Home Phone: \_\_\_\_\_ 4743 WORTH ST  
Work Phone: \_\_\_\_\_ PHILADELPHIA, PA 19124-2813

PLEASE CHECK YOUR PAYMENT OPTION BELOW:

- ( ) PAID IN FULL - \$1128.00  
( ) SETTLED IN FULL - \$451.20  
( ) SETTLED IN 3 EQUAL PAYMENTS  
TOTALING \$564.00  
( ) MONTHLY PAYMENT PLAN OF:  
\$\_\_\_\_\_ BY \_\_\_\_\_ OF EACH MONTH

TOTAL BALANCE DUE: \$1128.00

FRS File#: 429

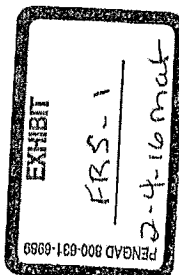
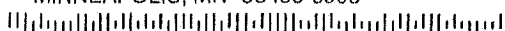


TOLL FREE: 1-877-902-5064



FRS092-0114-552389115-02914-2914

FINANCIAL RECOVERY SERVICES, INC.  
P.O. BOX 385908  
MINNEAPOLIS, MN 55438-5908



We are required under certain State and Local Laws to notify consumers of those States or Localities of the following rights. This list does not contain a complete list of the rights consumers have under Federal, State, or Local Laws.

**ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS**

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

**ADDITIONAL INFORMATION FOR COLORADO RESIDENTS**

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [www.coloradoattorneygeneral.gov/ca](http://www.coloradoattorneygeneral.gov/ca)

COLORADO OFFICE LOCATION: 27 NORTH WILLERUP, SUITE B, MONTROSE, CO 81401  
LOCAL PHONE: 970-249-7514 TOLL-FREE PHONE: 1-866-436-4766

A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATIONS WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.

**ADDITIONAL INFORMATION FOR MASSACHUSETTS RESIDENTS**

**NOTICE OF IMPORTANT RIGHTS:**

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

IF YOU WISH TO DISCUSS THIS MATTER, PLEASE CALL US DIRECT, BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. CST, AT THE NUMBER LISTED ON THE FRONT OF THIS NOTICE. MASSACHUSETTS RESIDENT OFFICE ADDRESS IS: 5230 WASHINGTON ST, WEST ROXBURY, MA 02132 WITH OFFICE HOURS: M-TH 10AM-3PM.

**ADDITIONAL INFORMATION FOR MINNESOTA RESIDENTS**

THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.

**ADDITIONAL INFORMATION FOR NEW YORK CITY RESIDENTS**

This collection agency is licensed by the New York City Department of Consumer Affairs. The license number is 1015506.

**ADDITIONAL INFORMATION FOR NORTH CAROLINA RESIDENTS**

North Carolina Department of Insurance permit number: 3917.

**ADDITIONAL INFORMATION FOR TENNESSEE RESIDENTS**

This collection agency is licensed by the Collection Service Board of the State Department of Commerce and Insurance.

**ADDITIONAL INFORMATION FOR WISCONSIN RESIDENTS**

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

**NOTICE TO ALL CONSUMERS**

Our staff is trained to conduct themselves in a businesslike and professional manner, and to leave you with a positive experience in dealing with our Company. If you have a complaint, criticism, suggestion, or compliment about the way we are collecting this debt, please write to us at P.O. Box 385908, Minneapolis, MN 55438-5908, email us at [compliance@fin-rec.com](mailto:compliance@fin-rec.com), submit on-line at [www.fin-rec.com](http://www.fin-rec.com), or call us toll-free at (866) 438-2660 between 9am and 5pm CST Monday-Friday.

Federal Law prohibits certain methods of debt collection, and requires that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop contact or that you refuse to pay the debt. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

The Federal Trade Commission (FTC) and the Consumer Financial Protection Bureau (CFPB) enforces the Fair Debt Collection Practices Act (FDCPA). If you have an unresolved complaint about the way we are collecting your debt, please contact the FTC online at [www.ftc.gov](http://www.ftc.gov), by phone at 1-877-ftc-help; or by mail at 600 Pennsylvania Ave NW, Washington, DC 20580. You can reach the CFPB online at [www.consumerfinance.gov](http://www.consumerfinance.gov) or by phone at (855) 411-CFPB (2372).

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

---

ALEXANDRA JEWSEVSKYJ, *on behalf of*  
*herself and all others similarly situated*,  
Plaintiff,

vs.

FINANCIAL RECOVERY SERVICES,  
INC. and

NO. 15-CV-03041-JHS

LVNV FUNDING, LLC  
and

CLASS ACTION

RESURGENT CAPITAL SERVICES,  
L.P. and

ALEGIS GROUP, LLC

Defendants

---

**FINANCIAL RECOVERY SERVICES, INC.'S RESPONSES TO**  
**PLAINTIFF'S FIRST SET OF INTERROGATORIES**

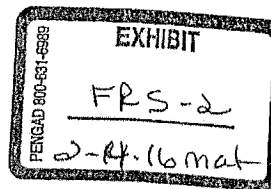
Defendant Financial Recovery Services, Inc. ("FRS" or "Defendant"), as and for its responses to Plaintiff's First Set of Interrogatories, states, objects and responds as follows:

**INTERROGATORIES**

1. State the name(s), business address(es) and job title(s) or capacity(ies) of the officer(s), employee(s) or agent(s) answering or providing any information used to answer these Interrogatories, and persons with knowledge of the facts raised in the Amended Complaint and Answer.

**Answer:** Brian Bowers, Defendants CEO/President assisted counsel in responding to Plaintiff's interrogatories.

Error! Unknown document property name.



2. Identify all communications between Defendant and Plaintiff. For each communication, set forth the date (and, if applicable the time) of the communication, the method of communication (e.g., telephone call, letter, etc.), who initiated the communication, to whom the communication was made, the employee or representative of Defendant who made the communication, and specifically what was communicated and/or said by each participant in the communication; and attach a copy of any documents (including any sound recordings) which relate to this interrogatory and your response.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as beyond the scope of this matter, as Plaintiff's claim is solely premised the receipt of FRS' letter dated January 15, 2015. Subject to and without waiving said objections, Defendant refers Plaintiff to its January 15, 2015 letter, which was sent to Plaintiff by FRS, via FRS' letter service provider, CompuMail, Inc.

3. Identify who drafted the template used to generate the January 15, 2015 letter attached to the Amended Class Complaint sent to Plaintiff and substantially similar letters to the Class, and attach all documents which relate to your answer.

**Answer:** Brian Bowers, drafted the letter.

4. Identify every person with knowledge of facts that bear on the accuracy or inaccuracy of the allegations of the Amended Class Complaint and set forth in detail that person's knowledge; attach any documents which relate to this interrogatory and your response.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

**Error! Unknown document property name.**

Subject to and without waiving said objections, Defendant states that each named party has knowledge as to the accuracy of the allegations.

5. Identify any and all documents in your possession, including electronic documents such as emails, which address or bear upon the size, font, readability, placement and/or format of the validation rights notice (contemplated by 15 U.S.C. §1692g) utilized in your collection letters, and attach all documents which relate to your answer.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Defendant is not in possession of any documents indicating that the font sized used in the letter at issue was not appropriate.

6. Identify all other claims or lawsuits by any consumer or administrative agency against Defendant concerning the placement and size of the validation rights notice (contemplated by 15 U.S.C. §1692g) utilized in your collection letters, and attach all documents which relate to your answer.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as calling for information available to Plaintiff via online records. Subject to and without waiving said objections, Defendant does not recall any other lawsuits asserting that its placement or font size of the validation notice was in violation of the FDCPA.

7. State the name and address of Defendant's liability insurer for the last three years and the dates of coverage, type, and policy numbers of each liability insurance policy.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as it has not tendered the defense of this claim to any insurance provider.

8. Describe the procedures utilized by Defendant to avoid violation of the Fair Debt Collection Practices Act related to the placement and size of the validation rights notice (contemplated by 15 U.S.C. §1692g) and attach any documents which relate to this interrogatory and your response.

**Answer:** Defendant drafts letters that complies with the FDCPA and then the letters are vetted by collection notice review counsel authorized by ACA International.

9. Identify all individuals Defendant intends to call at a hearing or trial in this matter, including any expert witness, and set forth the basis of each person's proposed testimony; attach any documents which relate to this interrogatory and your response.

**Answer:** Defendant objects to this request as premature. Subject to and without waiving said objections, Defendant anticipates calling Plaintiff and Brian Bowers. Discovery continues and FRS reserves the right to supplement this response.

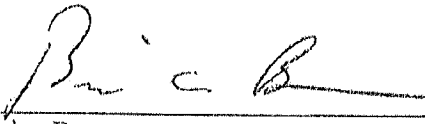
10. Please state the factual basis for any affirmative defenses asserted by Defendant.

**Answer:** Defendant refers Plaintiff to these responses and states that any affirmative defense speaks for itself.

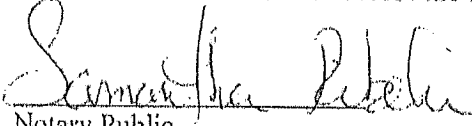
11. Identify all experts, consulted or retained in this matter, their curriculum vitae, and identify the full basis for any opinion.

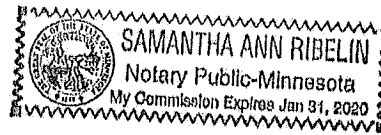
**Answer:** None at this time. Discovery continues.

AS TO INTERROGATORY RESPONSES:

  
Brian Bowers

Sworn to and subscribed to before me this 29<sup>th</sup> day of January, 2016

  
Notary Public





IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

---

ALEXANDRA JEWSEVSKYJ, *on behalf of*  
*herself and all others similarly situated,*  
Plaintiff,

vs.

FINANCIAL RECOVERY SERVICES,  
INC. and

NO. 15-CV-03041-JHS

LVNV FUNDING, LLC  
and

CLASS ACTION

RESURGENT CAPITAL SERVICES,  
L.P. and

ALEGIS GROUP, LLC

Defendants

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**FINANCIAL RECOVERY SERVICES, INC.'S RESPONSES TO PLAINTIFF'S FIRST  
REQUEST FOR PRODUCTION OF DOCUMENTS**

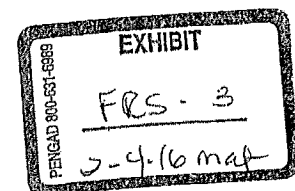
Defendant Financial Recovery Services, Inc. ("FRS" or "Defendant"), as and for its responses to Plaintiff's First Request for Production of Documents, states, objects and responds as follows:

**DOCUMENTS TO BE PRODUCED**

1. All documents identified or required to be identified in Defendant's Rule 26 Disclosures.

**Answer:** Defendant refers Plaintiff to its letter attached to Plaintiff's Complaint and the documents it filed as Doc. No. 7-2.

2. All documents, including electronic documents, which address or bear on the creation, design and sending of the January 15, 2015 collection letter attached as Exhibit A to the Amended Class Complaint.





**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

3. All documents, including any policies or procedures, which address or bear on the creation, design and sending of the January 15, 2015 collection letter attached as Exhibit A to the Amended Class Complaint.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

4. All documents, including policies or procedures, which address or bear upon the creation and design of the letter template used to create the January 15, 2015 collection notice attached as Exhibit A to the Amended Class Complaint.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

5. All documents, including policies or procedures, which address or bear upon the size, font, readability, placement and/or format of the validation notice (as required by 15 U.S.C. §1692g) in your collection letters.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, FRS does not possess documents responsive to this request as font and size are not referenced or dictated by 15 U.S.C. § 1692g.

6. All documents provided to you by any of the other defendants which address or bear upon the size, font, readability, placement and/or format of the validation notice (as required by 15 U.S.C. §1692g) in your collection letters.

**Answer:** None. No other defendant had any control over the creation of and use of the letter herein at issue.

7. Any and all correspondence between Defendant and Plaintiff.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as beyond the scope of this matter, as Plaintiff's claim is solely premised the receipt of FRS' letter dated January 15, 2015. Subject to and without waiving said objections, Defendant refers Plaintiff to its January 15, 2015 letter.

8. Emails, tapes, records and logs of any communications between you and Plaintiff.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as beyond the scope of this matter, as Plaintiff's claim is solely premised the receipt of FRS' letter dated January 15, 2015. Subject to and without waiving said objections, Defendant refers Plaintiff to its January 15, 2015 letter.

9. Emails, tapes, records and logs of any communications between you and others in connection with the debt claimed due from Plaintiff.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as beyond the scope of this matter, as Plaintiff's claim is solely premised the receipt of FRS' letter dated January 15, 2015. Subject to and

without waiving said objections, Defendant refers Plaintiff to the collection notes attached hereto, which include the information provided by Resurgent Capital Services to Defendant at placement of the account at issue.

10. Your file(s) containing any documents relating to Plaintiff or the collection of Plaintiff's account claimed due.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as beyond the scope of this matter, as Plaintiff's claim is solely premised the receipt of FRS' letter dated January 15, 2015. Subject to and without waiving said objections, Defendant refers Plaintiff to its January 15, 2015 letter and its collection notes,

11. All internal and external documents relating to your policy and practices of insuring compliance with the validation notice requirements of the Fair Debt Collection Practices Act ("FDCPA").

**Answer:** None, as it relates to Plaintiff's claim.

12. Attach hereto a copy of each document constituting or evidencing all lawsuits or administrative actions against you filed in the last five years which allege violations of the FDCPA § 1692g, and any decisions reached in each action.

**Answer:** Defendant objects to this request as overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as calling for information available to Plaintiff via online records. Subject to and without waiving said objections, Defendant does not recall any other lawsuits asserting that its placement or font size of the validation notice was in violation of the FDCPA.

13. All expert reports and all documents furnished to or relied upon by any expert.

Answer: None at this time. Discovery continues.

14. All documents you intend to introduce at trial.

Answer: Defendant anticipates introducing its letter and any exhibits it has filed in this matter to date. Discovery continues.

15. All witness statements.

Answer: None at this time. Discovery continues.

16. Any and all documents which were used to, referred to, relied upon or related to Defendant's Responses to Plaintiff's Interrogatories.

Answer: Defendant refers Plaintiff to its collection letter at issue and exhibits filed as Doc. No. 7-2.

MARSHALL DENNEMEY-WARNER  
COLEMAN & GOGGIN, P.C.



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RONALD M. METCHO  
2000 Market Street, Suite 2300  
Philadelphia, PA 19103  
(215) 575-2595 / (215) 575-0856 (f)  
rmmetcho@mdwecg.com  
Attorneys for Defendants  
Financial Recovery Services, Inc.

Dated: February 3, 2016

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

---

ALEXANDRA JEWSEVSKYJ, *on behalf of*  
*herself and all others similarly situated,*  
Plaintiff,

vs.

FINANCIAL RECOVERY SERVICES,  
INC. and

NO. 15-CV-03041-JHS

LVNV FUNDING, LLC  
and

CLASS ACTION

RESURGENT CAPITAL SERVICES,  
L.P. and

ALEGIS GROUP, LLC

Defendants

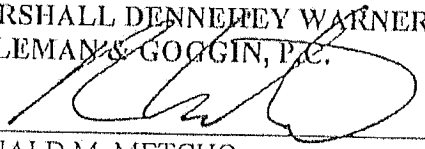
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CERTIFICATE OF SERVICE

I, Ronald M. Metcho, Esq. do hereby certify that Defendant, Financial Recovery Services, Inc.'s Responses and Objections to Plaintiff's First Set of Requests for Production of Documents was served on the below listed counsel for Plaintiff via electronic mail and U.S. mail on February 3, 2016.

Andrew M. Milz, Esq.  
Flitter Milz, PC  
450 N. Narberth Ave, Suite 101  
Narberth, PA 19072  
amilz@consumerslaw.com

MARSHALL DENNETTEY WARNER  
COLEMAN & GOGGIN, P.C.



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RONALD M. METCHO  
Attorneys for Defendants  
Financial Recovery Services, Inc.

DEPT 813 4634307216039  
PO BOX 4115  
CONCORD CA 94524



RETURN SERVICE REQUESTED

March 3, 2015



ALEXANDRA JEWSEVSKY  
4743 WORTH ST  
PHILADELPHIA PA 19124-2813



# FINANCIAL RECOVERY SERVICES, INC.

P.O. Box 385908  
Minneapolis, MN 55438-5908  
1-866-472-0312

CURRENT CREDITOR: LYNV FUNDING LLC  
ORIGINAL CREDITOR: CREDIT ONE BANK, N.A.  
REGARDING: MHC RECEIVABLES, LLC  
ACCOUNT NUMBER: XXXXXXXXXXXX9706  
DATE OF LAST PAYMENT: 02/24/09  
CHARGE-OFF DATE: 10/23/09  
DATE FIRST DELINQUENT: 04/22/09

## BALANCE ITEMIZATION

PRINCIPAL BALANCE: \$558.34  
INTEREST BALANCE: \$569.66  
BALANCE DUE: \$1128.00  
FRS FILE NUMBER: 129  
ON-LINE PIN NUMBER: 192  
(Used to access and view your file on WWW.FIN-REC.COM)

As of the date of this notice you owe \$1,128.00. We are authorized to offer you the following options:

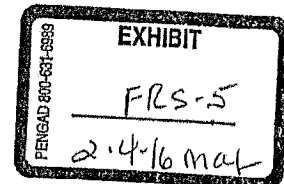
- ( ) Our office will allow you to settle your account for 40.00% of the above referenced balance for a total 1 time lump sum payment of \$451.20. We request this payment within 35 days after receipt of this letter. If you need additional time to respond to this offer, please contact us. Upon receipt and clearance of the payment of \$451.20, this account will be considered settled in full for less than the full balance and you will be released of all liability to the creditor relative to the above listed account. We are not obligated to renew this offer. ; or
- ( ) Our office will allow you to settle your account for 45.00% of the above referenced balance for a total payment of \$507.60. You can pay this in 2 payments and we request the first payment within 35 days after receipt of this letter and the payments can be no more than 30 days apart. If you need additional time to respond to this offer, please contact us. Upon receipt and clearance of these two payments of \$253.80, this account will be considered settled in full for less than the full balance and you will be released of all liability to the creditor relative to the above listed account. We are not obligated to renew this offer. ; or
- ( ) Our office will allow you to settle your account for 50.00% of the above referenced balance for a total payment of \$564.00. You can pay this in 3 payments and we request the first payment within 35 days after receipt of this letter and the payments can be no more than 30 days apart. If you need additional time to respond to this offer, please contact us. Upon receipt and clearance of these three payments of \$188.00, this account will be considered settled in full for less than the full balance and you will be released of all liability to the creditor relative to the above listed account. We are not obligated to renew this offer.

settlement offers may have tax consequences. We recommend that you consult independent tax counsel of your own choosing if you desire advice about any tax consequences which may result from this settlement. FRS is not a law firm and FRS will not initiate any legal proceedings or provide you with legal advice. The offers of settlement in this letter are merely offers to resolve your account for less than the balance due.

For assistance, please feel free to call us at the toll free number listed below or use our online consumer help desk. FRS now accepts some forms of payment online at [www.fin-rec.com](http://www.fin-rec.com). See your online access PIN above. If you are sending your payment by overnight delivery, please use the following address: 4510 W. 77th St., Suite 200, Edina, MN 55435

Sincerely,  
KEVIN OMBARA  
Account Manager  
Toll Free: 1-866-472-0312

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector. See reverse side for important information. Office hours are: Monday-Thursday, 7am to 8pm; Friday 7am to 5pm; Saturday 7am to noon. See reverse side for more information.

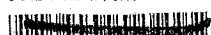


NOTE: ANY CHECK RETURNED FOR INSUFFICIENT FUNDS OR ACCOUNT CLOSED WILL BE ASSESSED A \$15.00 CHARGE.

## Detach Coupon And Mail Payment

1 OF 3

FRS File #: 129



1-866-472-0312

Current Balance: \$1128.00

Amount enclosed: \_\_\_\_\_

Home phone: \_\_\_\_\_

Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Financial Recovery Services, Inc.  
P.O. Box 385908  
Minneapolis, MN 55438-5908  
Letter Code Sent: 093

2 OF 3

FRS File #: 129



1-866-472-0312

Current Balance: \$1128.00

Amount enclosed: \_\_\_\_\_

Home phone: \_\_\_\_\_

Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Financial Recovery Services, Inc.  
P.O. Box 385908  
Minneapolis, MN 55438-5908  
Letter Code Sent: 093

3 OF 3

FRS File #: 129



1-866-472-0312

Current Balance: \$1128.00

Amount enclosed: \_\_\_\_\_

Home phone: \_\_\_\_\_

Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Financial Recovery Services, Inc.  
P.O. Box 385908  
Minneapolis, MN 55438-5908  
Letter Code Sent: 093

We are required under certain State and Local Laws to notify consumers of those States or Localities of the following rights. This list does not contain a complete list of the rights consumers have under Federal, State, or Local Laws.

#### ADDITIONAL INFORMATION FOR CALIFORNIA RESIDENTS

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

#### ADDITIONAL INFORMATION FOR COLORADO RESIDENTS

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [www.coloradoattorneygeneral.gov/ca](http://www.coloradoattorneygeneral.gov/ca)

COLORADO OFFICE LOCATION: 27 NORTH WILLERUP, SUITE B, MONTROSE, CO 81401  
LOCAL PHONE: 970-249-7514 TOLL-FREE PHONE: 1-866-436-4766

A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATIONS WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.

#### ADDITIONAL INFORMATION FOR MASSACHUSETTS RESIDENTS

##### NOTICE OF IMPORTANT RIGHTS:

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

IF YOU WISH TO DISCUSS THIS MATTER, PLEASE CALL US DIRECT, BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. CST, AT THE NUMBER LISTED ON THE FRONT OF THIS NOTICE. MASSACHUSETTS RESIDENT OFFICE ADDRESS IS: 5230 WASHINGTON ST, WEST ROXBURY, MA 02132 WITH OFFICE HOURS: M-TH 10AM-3PM.

#### ADDITIONAL INFORMATION FOR MINNESOTA RESIDENTS

THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.

#### ADDITIONAL INFORMATION FOR NEW YORK CITY RESIDENTS

This collection agency is licensed by the New York City Department of Consumer Affairs. The license number is 1015506.

#### ADDITIONAL INFORMATION FOR NORTH CAROLINA RESIDENTS

North Carolina Department of Insurance permit number: 3917.

#### ADDITIONAL INFORMATION FOR TENNESSEE RESIDENTS

This collection agency is licensed by the Collection Service Board of the State Department of Commerce and Insurance.

#### ADDITIONAL INFORMATION FOR WISCONSIN RESIDENTS

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, Wisconsin.

#### NOTICE TO ALL CONSUMERS

Our staff is trained to conduct themselves in a businesslike and professional manner, and to leave you with a positive experience in dealing with our Company. If you have a complaint, criticism, suggestion, or compliment about the way we are collecting this debt, please write to P.O. Box 385908, Minneapolis, MN 55438-5908, email us at [compliance@fin-rec.com](mailto:compliance@fin-rec.com), submit on-line at [www.fin-rec.com](http://www.fin-rec.com), or call us toll-free at 1-866-436-4766 between 9am and 5pm CST Monday-Friday.

Federal Law prohibits certain methods of debt collection, and requires that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop contact or that you refuse to pay the debt. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

The Federal Trade Commission (FTC) and the Consumer Financial Protection Bureau (CFPB) enforces the Fair Debt Collection Practices Act (FDCPA). If you have an unresolved complaint about the way we are collecting your debt, please contact the FTC online at [www.ftc.gov](http://www.ftc.gov), by phone at 1-877-ftc-help; or by mail at 600 Pennsylvania Ave NW, Washington, DC 20580. You can reach the CFPB online at [www.consumerfinance.gov](http://www.consumerfinance.gov) or by phone at (855) 411-CFPB (2372).

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



07/02/2011 08:29 FAX  
Case 2:11-cv-

Case 2:11-cv-06520-WJM-MF Document 1 Filed 11/04/11 Page 13 of 13 PageID: 13

P.O. Box 385908  
Minneapolis, MN 55438-5908  
1-866-415-2398

11/00/2013 11:00 AM

CLIENT: DELL FINANCIAL SERVICES, 001-TEST  
CURRENT CREDITOR: DELL FINANCIAL SERVICES L.L.C.  
REGARDING: DELL FINANCIAL SERVICES L.L.C.  
ACCOUNT NUMBER: XXXXXXXXXXXXXXX0994  
BALANCE: \$2554.04

Office hours are: Monday-Thursday, 7am to 8pm; Friday 7am to 6pm; Saturday 7am to noon.

~~CONFIDENTIAL~~

**EXHIBIT**



P.O. Box 385908  
Minneapolis, MN 55438-5908  
1-877-902-5064

October 18, 2012

CLIENT: RESURGENT CAPITAL SERVICES LP  
CURRENT CREDITOR: ASCENT CARD SERVICES LLC  
ORIGINAL CREDITOR: PLAINS COMMERCE BANK  
REGARDING: PLAINS COMMERCE BANK  
ACCOUNT NUMBER: [REDACTED]  
DATE OF LAST PAYMENT: [REDACTED]  
CHARGE-OFF DATE: [REDACTED]

(Used to access and view your file on [WWW.FIN-REC.COM](http://WWW.FIN-REC.COM))

FINANCIAL RECOVERY SERVICES, INC.  
P.O. BOX 385908  
MINNEAPOLIS, MN 55438-5908

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#### **NOTICE TO ALL CONSUMERS**

Our staff is trained to conduct themselves in a businesslike and professional manner, and to leave you with a positive experience in dealing with our Company. Please call (866) 438-2860 with your criticisms, complaints, suggestions and compliments. To discuss the account, please call the number on the front of this letter.